



CALIFORNIA DEPARTMENT OF TRANSPORTATION

Owner Controlled Insurance Program (OCIP)

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OCIP MANUAL

Prebid Version



OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

OCIP Manual

California Department of Transportation
Division of Construction, MS 44
Office of Risk Management
1120 N Street
Sacramento, CA 95814
Phone 916.654.4347 • Fax 916.654.5990

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Overview

Welcome to the California Department of Transportation Owner Controlled Insurance Program.

The California Department of Transportation (Caltrans) has arranged insurance for certain construction projects under an Owner Controlled Insurance Program (OCIP). An OCIP is a consolidated insurance program that insures Caltrans, Construction Managers, the Contractor, eligible and enrolled subcontractors and other designated parties for Work performed at the Project Site.

The OCIP requirements do not create any contractual relationship between the subcontractors and the Department. The Contractor shall be responsible for compliance with all OCIP requirements for itself and eligible subcontractors of all tiers. Certain Contractors and Subcontractors are excluded from this OCIP. These parties are identified in the definitions section of this manual and in Section 4.

Coverage under the OCIP includes workers' compensation, general liability, excess liability, and contractor's pollution liability. This coverage shall be primary insurance for all construction activities performed at the job site. At its sole discretion, Caltrans may provide other insurance as appropriate.

See Section 8 of this manual for samples of forms that will assist you in identifying your insurance cost. The OCIP Administrator (see p. 3) can assist in determining insurance costs.

Caltrans will pay the insurance premiums for the OCIP coverages described in this manual. We recommend that you consult with your insurance representative to determine what modifications should be made to your insurance program due to OCIP coverage for on-site construction activities.

Note

Insurance coverages and limits provided under the OCIP are limited in scope and are specific to this project only. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your option and expense.

About This Manual

The manual is designed to identify, define and assign responsibilities for the OCIP.

What This Manual Does

This Manual:

- Generally describes the Caltrans OCIP
- Identifies responsibilities of the various parties involved in the project
- Provides a basic description of the OCIP operation
- Describes audit and administrative procedures
- Provides answers to basic questions about the OCIP
- Will be updated as necessary

What this Manual Does Not Do

This Manual does not:

- Provide coverage interpretations
- Provide complete information about coverages
- Provide answers to specific claims questions

Specific questions about the OCIP, its administration or the coverages provided should be referred to the appropriate party identified in the Project Directory section immediately following this introduction. A “Frequently Asked Questions” (FAQ) section of this manual (Section 9) includes responses to various common questions.

Disclaimer

The information in this manual is intended to outline the OCIP Program. If conflict exists between this manual and the insurance policies or Contracts between Caltrans and Contractor, the policies or contracts will govern.

Key Information

This manual includes several important sections that provide quick reference information for contractors and subcontractors. Among these are:

- Project Directory: (p. 3) a listing of key contact people who can provide further information
- Definitions: (beginning on p. 4) a list of words used in the manual and their meanings
- Forms: (beginning on p. 21) copies of OCIP forms and instructions for their use

OCIP Project Directory

The following list includes key risk management and insurance personnel involved in the project.

Project Management

Caltrans District X
Street
Local town, CA 90000

Construction Manager –xxx xxx-xxxx
Senior Resident Engineer.....xxx xxx-xxxx

Caltrans Risk Management Administration

California Department of Transportation
1120 N Street
Sacramento, CA 95814

OCIP Manager – Kha Hoang.....916 654-4347

OCIP Administration

Kaercher/Campbell & Associates Insurance Brokerage, LLC
1840 Century Park East, Suite 1100
Los Angeles, CA 90067

OCIP Program Manager –xxx xxx-xxxx
Safety Manager –xxx xxx-xxxx

Insurers

XYZ Insurance Company, Inc.
ABC Casualty Company

Project Definitions

The following definitions apply to this project and to the descriptions of the OCIP used in this manual.

Approved Additional Sites:	Storage yards or staging areas not at the site that are used <u>solely</u> in connection with performing work at the Project Site, approved by Caltrans and the insurer and scheduled on the insurance policies.
Caltrans	The California Department of Transportation
Certificate of Insurance:	A document providing evidence of the existence of coverage for a particular insurance policy or policies.
Confirmation Letter:	A letter issued by the OCIP administrator that confirms acceptance of the applicant into the Owner's OCIP.
Contract:	A written agreement between Caltrans and the Contractor for specific work. An agreement between a Contractor and any tier of subcontractor.
Contractor:	The person, firm, joint venture, corporation or other party that has a Contract with Caltrans to perform work at the Project Site.
Contractor deductible assessment:	The amount the Contractor or Subcontractor is responsible for paying as its contribution for settlement of an insured loss that is chargeable to the Contractor or subcontractor primarily responsible for causing any loss as determined by the OCIP insurance company and Caltrans.
Employer:	Any individual, firm, or corporation that provides direct construction labor for work performed at the Project Site.
Enrolled Parties:	Eligible Contractors and Subcontractors that have submitted all necessary enrollment forms and have been accepted into the OCIP as evidenced by a Confirmation Letter or Certificate of Insurance.
Excluded parties:	<p>"Excluded Parties" are:</p> <p>(a) Architects, surveyors, engineers, and soil testing en-</p>

DEFINITIONS

- gineers, and their consultants;
 - (b) Hazardous materials remediation, removal and/or transport companies and their consultants;
 - (c) Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project site;
 - (d) Contractors and each of their respective Subcontractors who do not perform any actual labor on the Project site, during the term of the Contract;
 - (e) Persons or entities who are not Enrolled Parties;
 - (f) Any other persons or entities not specifically identified or who, whether or not they qualify as Enrolled Parties, are expressly excluded by Caltrans.
- Insured: Caltrans, Enrolled Contractors and Subcontractors, the OCIP Administrator and any other party so named in the insurance policies while performing construction activities at the job site.
- Insurer: The insurance companies named on a policy or certificate of insurance that provide coverage for the OCIP.
- OCIP: Owner Controlled Insurance Program – A coordinated insurance program providing certain insurance coverages as generally described in this manual and as defined in the insurance policies covering activities at the Project site.
- OCIP Administrator: Contractor hired by Caltrans to administer the OCIP by performing activities related to enrolling and insuring participants in the program and providing related administrative services.
- On-Site Activities: Those activities “at or emanating from” the project site
- Project Site: “Project Site” shall mean those areas designated in writing by Caltrans for performance of the Work.
- Subcontractor: Those persons, firms, joint ventures, corporations or other parties that enter into a Contract with a Contractor to perform Work relating to the Project.
- Work: Operations as fully described in the Contract, performed at or emanating directly from the Project Site. Also, the entire completed construction or the various separately identifiable parts required to be furnished under the Contract documents.

OCIP Insurance Coverage

This chapter provides a brief description of OCIP Coverages. Please refer to the actual policies for details of coverage, exclusions and limitations.

Covered Parties

Parties covered as named insureds include Caltrans, Enrolled Contractors and Subcontractors. Other parties may be included as additional insureds at Caltrans discretion and subject to insurer approval.

Parties Not Covered

Parties ineligible for coverage include those contractors or subcontractors involved *solely* in surveying, soil testing, loading, transporting and unloading materials, personnel, parts or equipment or any other items to, from or within the Site and suppliers and subcontractors performing hazardous waste remediation work.

Evidence of Coverage

Each Enrolled Contractor and Subcontractor will be issued an individual workers' compensation policy. The OCIP Administrator will provide a Certificate of Insurance or copy of the policy evidencing general liability and excess liability to each Enrolled Contractor and Subcontractor, each of whom will be a named insured on the policies. Other documentation including forms, posting notices, etc., will be furnished to each Enrolled Contractor and Subcontractor. Complete copies of policies will be furnished to an authorized representative of each Enrolled Contractor and Subcontractor on request.

Description of OCIP Coverages

The following sections describe the policies that Caltrans has arranged for this project.

OCIP INSURANCE COVERAGES

Each Enrolled

Contractor and Subcontractor will be issued a separate workers' compensation policy

A single policy will be issued for all insureds for all liability and property coverage. Enrolled Contractor and Subcontractor will receive certificates or copies of the policy.

GENERAL LIABILITY DEDUCTIBLE ASSESSMENT

\$25,000 maximum per occurrence caused by contractor or its subcontractor of any tier subject to adjustment to equal contractor's corporate general liability policy (non-OCIP) deductible with a minimum of \$5,000 or the actual amount of loss, whichever is less.

Workers Compensation and Employers Liability:

Annual Limits Per Insured

Part One - Workers' Compensation:

Statutory Limit

Part Two - Employer's Liability:

Bodily Injury by Accident, each Accident:	\$1,000,000
Bodily Injury by Disease, each employee	1,000,000
Bodily Injury by Disease, policy limit:	1,000,000

- Other States Endorsement
- Waiver of Subrogation
- Alternate Employer Endorsement
- Voluntary Compensation

Commercial General Liability

Limits of Liability Shared by All Insureds

General Aggregate	\$4,000,000
Products/Completed Operations Aggregate	\$4,000,000
Personal/Advertising Injury Aggregate	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Legal Liability (any one fire)	\$1,000,000
Medical Expense Limit (any one person)	\$5,000

- Broad named insured
- Amend Bodily injury definition
- Delete 50' railroad limitation
- Delete Personal Injury/Advertising Injury contractual liability exclusion
- Fellow employee coverage – supervisory personnel only
- Annual Reinstatement of Aggregates (except Products/Completed Operations)
- Ten (10) Year Products & Completed Operations Extension (single aggregate)

Excess Liability

Limits of Liability Shared by All Insureds

Each Occurrence Limit	\$200,000,000
Annual General Aggregate Limit	\$200,000,000

- "Pay on behalf" wording
- Annual reinstatement of limits
- "Contractors Limitation" endorsements deleted
- Underlying Coverages: Employer's Liability; Primary Commercial General Liability
- Ten (10) Year Completed Operations Extension beyond Final Acceptance of project
- Excludes: Real & Personal Property in the care, custody or control of the insured; Asbestos; Discrimination & Wrongful Termination; ERISA; Owned & Nonowned Aircraft, Watercraft, and Automobile Liability; Nuclear Broad Form Liability

Contractor Pollution Liability

Limits of Liability Shared by All Insureds

OCIP INSURANCE COVERAGES

Each Occurrence and Aggregate Limit \$25,000,000
Coverage extends to hazardous materials transport and treatment / disposal facilities.

Note

The descriptions above provide a summary of coverages only. Contractors should refer to the policies for actual terms and conditions.

Note

Contractors are advised to arrange their own insurance for contractor-owned equipment and materials not intended for inclusion in the project. The OCIP will not cover Contractor property.

OCIP Termination or Modification

Caltrans reserves the right to terminate or modify the OCIP or any portion thereof. If Caltrans exercises this right, contractors will be provided notice as required by the terms of their individual contracts. At its option, Caltrans may procure alternate coverage or may require the Contractors to procure and maintain alternate insurance coverage.

Insurance Required From Contractors

Contractors and subcontractors are required to maintain coverage to protect against losses that occur away from the Site or that are otherwise not covered under the OCIP.

Contractors and Subcontractors are required to maintain insurance coverage that protects the Owner from liabilities arising from the contractor's and subcontractor's operations performed away from the Project site, for types of coverage not provided by the OCIP, and for operations performed in connection with this Contract by excluded parties.

See Section 8
for sample certificate of
insurance forms.

Verification of insurance may be submitted in the form of a Certificate of Insurance on a standard ACORD Form 25. A sample of an acceptable Certificate of Insurance is provided in Section 8. Please note requirements for thirty- (30) days notice of cancellation, waiver of subrogation and additional insured status.

Contractors are responsible for monitoring their Subcontractors and Excluded Parties' Certificates. Caltrans reserves the right to disapprove use of Subcontractors unable to meet the insurance requirements. Certificates evidencing compliance shall be available to Caltrans, or the OCIP Administrator upon request.

Note

Prior to mobilization and within three (3) days of any renewal, change or replacement of coverage, Contractors and Subcontractors shall submit to Caltrans a Certificate of Insurance evidencing the coverage and limits as specified in this section. The Certificate shall evidence a 30-day notice of cancellation provision

The limits of liability shown for the insurance required of the Contractor and Subcontractors are minimum limits only and are not intended to restrict the liability imposed on the Contractor and Subcontractors for Work performed under their Contract.

Contractor-Provided Coverages

All Contractors shall provide evidence of automobile liability. The OCIP does not cover automobile liability.

Automobile Liability

Covering all owned, hired and non-owned automobiles, trucks and trailers with coverage not less than that of the commercial Business Auto Policy with limits not less than **\$1,000,000 Combined Single Limit** each accident for Bodily Injury and Property Damage. Coverage shall apply both on and away from the Project Site. All subcontractors shall be required to maintain limits of not less than **\$1,000,000 Combined Single Limit**.

Eligible contractors shall provide evidence of workers' compensation insurance for off-site activities, including design work.

Ineligible contractors shall provide evidence of workers' compensation applicable to this project.

Workers' Compensation and Employer's Liability

Limits of Liability

Part One - Workers' Compensation:

Statutory Limit

Part Two - Employer's Liability:

	<u>Limit</u>
Bodily Injury by Accident, each Accident:	\$1,000,000
Bodily Injury by Disease, each employee	1,000,000
Bodily Injury by Disease, policy limit:	1,000,000

Commercial General Liability/Umbrella Liability

Total Limits of Liability

Eligible contractors shall provide evidence of general liability insurance for off-site activities.

Ineligible contractors shall provide evidence of general liability insurance applicable to this project and must add Caltrans and other parties as additional insureds to the policy.

	<u>Limit</u>
General Aggregate	\$4,000,000
Products/Completed Operations Aggregate	\$4,000,000
Personal/Advertising Injury Aggregate	\$4,000,000
Each Occurrence Limit	\$3,000,000

Coverage shall be on an Occurrence form and apply to bodily injury and property damage for operations (including explosion, collapse and underground coverage), independent contractors, products and completed operations. Limits can be provided by a combination of a primary Commercial General Liability policy and Excess or Umbrella Liability policy.

Protection & Indemnity (P&I)

Should the contractor's work require the use of watercraft on coastal waters, the Contractor shall obtain and maintain, or require its subcontractors utilizing watercraft vessels to perform such activities, to obtain and maintain, at all times during the term of this contract, protection and indemnity insurance with limits to be approved by the Department.

Aircraft Liability

Should the contractor's work require the use of aircraft of any kind, the contractor shall obtain and maintain, or require its subcontractors utilizing aircraft to perform such activities, to obtain and maintain, at all times during the term of this contract, aircraft liability insurance with limits to be approved by the Department.

CONTRACTOR-REQUIRED COVERAGES

Caltrans does not provide professional liability insurance for contractors or subcontractors.

Professional Liability

All professional service firms must provide professional liability insurance appropriate to their profession. Architects and engineering firms and contractors doing any design work must provide insurance covering liability arising out of design errors and omissions with a limit of not less than \$2,000,000 per claim and aggregate with a maximum of \$100,000 self insured retention.

The OCIP does not provide insurance for contractors or subcontractors tools or equipment.

Contractor's Tools and Equipment Floater

Whatever coverage the Contractor may deem necessary for protection against loss of owned, rented, or borrowed capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffolding, staging, trailers, cranes, towers, and forms owned, rented, or borrowed by it or its subcontractors, must be provided by the Contractor. The Department will have no liability with respect to such equipment and tools. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage does not obligate the Department or its agents and employees for any losses on owned, rented, or borrowed equipment. Any policies maintained by the Contractor on their owned or rented equipment and materials shall contain a provision requiring the insurance companies to waive their rights of subrogation against the Department.

Note: Waivers Required/Caltrans as Additional Insured

Contractor shall waive its rights of recovery' in favor of Caltrans and other designated parties. General Liability, Excess Liability, and Aircraft Liability Policies shall name the State of California, the California Department of Transportation, the United States, the Presidio Trust, the National Park Service, and their officers, directors, agents, subsidiaries, parents, and employees as additional insureds out of or connected with work performed by or on behalf of the contractor. The endorsement must be separately attached to the certificate of insurance, list the project number, and list the entities referenced above as additional insureds. Coverage shall state that coverage is primary and non-contributory.

Contractor Responsibilities

Throughout the course of the Project, Contractors will be responsible for reporting and maintenance of certain records as outlined in this section.

The Contractor is required to cooperate with Caltrans and its OCIP Administrator in all aspects of OCIP operation and administration. Responsibilities of the Contractor include:

- Enrolling in the OCIP
- Including OCIP provisions in all subcontracts as appropriate
- Providing each Subcontractor with a copy of the OCIP manual
- Requiring that all eligible Subcontractors who will perform Work at the Job Site are enrolled in the OCIP prior to working on the site
- Providing timely evidence of insurance to the Engineer
- Notifying the Engineer of all subcontracts awarded
- Maintaining and reporting monthly payroll records
- Complying with the OCIP Administrator's requests for information
- Complying with insurance, claim and safety procedures
- Paying deductible assessments promptly as required
- Notifying the Engineer immediately of any insurance cancellation or non renewal (contractor-required insurance)
- Cooperating with OCIP insurance policy requirements, including but not limited to physical audit of payroll records by the insurance company or its representatives.

Enrollment

See Section 8 for sample OCIP enrollment forms.

Each Contractor shall provide details about its subcontractors as necessary to enroll them in the OCIP.

Forms To Be Submitted

The Contractor shall submit the following forms as specified:

CT OCIP Form 1, "OCIP Enrollment Form:" CT OCIP Form 1 shall be completed and submitted to the OCIP Administrator for the Contractor and each eligible subcontractor of every tier by the following deadlines:

Prime Contractors:	During OCIP Enrollment and prior to starting work
Listed Subcontractors:	During OCIP Enrollment and prior to starting work
Non-Listed and Lower-Tiered Subcontractors:	During OCIP Enrollment and prior to starting work

OCIP coverage will not be in effect for the Contractor or Subcontractors until CT OCIP Form 1 has been received and approved by the OCIP Administrator.

CT OCIP Form 2, "Monthly Payroll Reporting Form:" The Contractor and enrolled subcontractors of all tiers shall complete and submit to the OCIP Administrator CT OCIP Form 2 for the prior month's work by the 15th day of the subsequent month. This form shall be submitted monthly until CT OCIP Form 3, "Contractor's Notice of Work Termination Form," is submitted, even if there was no on-site work performed. CT OCIP Form 2 is in addition to any payroll records required by Section 7-1.01A(3), "Payroll Records," of the Standard Specifications.

CT OCIP Form 3, "Contractor's Notice of Work Termination:" The Contractor and subcontractors of all tiers shall complete and submit this form to the OCIP Administrator upon completion of its work by the 5th work day after the last day of the month including punch list items under the contract. The Contractor is responsible to make sure subcontractors of all tiers complete this form.

All Eligible Parties performing Work at the Job Site are required to enroll in the OCIP. Each Eligible Party (Contractor/Subcontractor) initiates the enrollment process by submitting CT OCIP Form 1 to the OCIP Administrator. Each Contractor shall also provide details (contact and related project information) about its Subcontractors as necessary for OCIP enrollment and require that each of its Subcontractors as an Eligible Party complete and submit CT OCIP Form 1 to the OCIP Administrator prior to beginning work on the Job Site.

Direct questions

about the enrollment process and completion submission of enrollment documents to the OCIP Administrator. See Section 2 for information on contacting the OCIP Administrator.

When a Contractor or Subcontractor is accepted into the OCIP, they will receive a Certificate of Insurance and a Confirmation Letter acknowledging that they have been enrolled into the OCIP.

Note: Enrollment Not Automatic

Enrollment into the OCIP is required, but not automatic. Eligible contractors and all eligible subcontractors MUST complete the enrollment forms and participate in the enrollment process for OCIP coverages to apply. No contractor or subcontractors will be allowed on the job site until enrollment is complete. The OCIP Administrator will arrange enrollment meetings with each eligible contractor and subcontractor.

Deductible Assessment

Caltrans requires Enrolled Contractors to pay an amount not to exceed \$25,000 for a General Liability or Pollution Liability loss chargeable to the Contractor or subcontractor primarily responsible for causing any loss as determined by the OCIP insurance company. The OCIP Administrator will notify the responsible contractor or subcontractor of such claims and will consider information from the contractor for claims investigation, but the OCIP insurer will make the final determination of liability and payment. This "Deductible Assessment" is not covered by the OCIP and shall remain uninsured.

The Department will withhold from the Contractor's progress payment the amount of the General Liability Deductible Assessment as determined by claim cost estimates established by the respective OCIP Insurance Company. The amount of the assessment will be based on the actual loss but will be adjusted to equal the contractor's non-OCIP (corporate general liability policy) insurance deductible with a maximum of \$25,000 and a minimum of \$5,000 or the actual loss, whichever is less.

The deductible assessment applies to contractor pollution liability claims. The amount of the deductible assessment will be determined by the deductible on the Contractor or subcontractor's pollution liability policy subject to a minimum assessment of \$5,000 or actual loss, whichever is less. In the event that the Contractor or subcontractor does not have a contractor's pollution liability policy, the Contractor's or subcontractor's general liability policy deductible will be used to determine the assessment subject to the minimums described above.

The deductible assessment does not apply to workers' compensation claims for Contractor's own employee.

Due to the potential development of claims costs in the course of handling any OCIP claim, the amount of the Liability Obligation withheld might be in excess of the actual claim costs. In that case the difference between the actual claims costs and the Liability Deductible Assessment amount withheld may not be released until such time the OCIP Insurance Company has confirmed closure of the claim file.

Assignment of Return Premiums

Caltrans will pay for the cost of the OCIP insurance coverages. Caltrans will be the sole recipient of any return OCIP premiums or dividends. All Enrolled Contractors and Subcontractors shall assign to Caltrans all adjustments, refunds, premium discounts, dividends, credits or any other monies due from the OCIP insurers. Contractors shall assure that each Enrolled Subcontractor shall execute such an assignment.

Payroll Reports

Each Contractor and Subcontractor of every tier must submit by the 15th of the following month, payroll reports identifying man-hours and payroll for all work performed at the Project Site during the previous month. The monthly man-hour and payroll reports should include supervisory and clerical personnel on-site and shall certify all Work performed at or emanating directly from the Project Site. This information will be used to provide the insurance company with information required to determine Caltrans' premium. This report is required even if no work was performed by the contractor in the prior month unless the contractor has completed a CT OCIP Form 3, "Contractors' Notice of Work Termination."

Note: Separate Reports Required

A separate Monthly Payroll Report is required for each enrolled contractor. This report is *not* a certified payroll form. See Section 8.

Insurance Company Payroll Audit

Each Enrolled Contractor and Subcontractor is required to maintain payroll records for the Project Site in accordance with the Basic Manual of Rules, Classifications, and Experience Rating Plan for Workers' Compensation and Employer's Liability Insurance. Such records shall allocate the payroll by Workers' Compensation classification(s) and shall exclude the excess or premium paid for overtime (i.e., only the straight time rate shall apply to overtime hours worked). Furthermore, such records shall limit the payroll for Executive Officers and Partners/Sole Proprietors to the limitations as stated in the state manual rules.

It is important that you properly classify payrolls, as these will be reported to the rating bureau for promulgation of future Experience Modifiers for your firm. All Enrolled Contractors and Subcontractors shall make available their books, vouchers, contracts, documents, and records, of any and all kinds, to the auditors of the OCIP insurance carriers or Caltrans' representatives at any reasonable time during the policy period, any extension, or during a final audit period as required by the insurance policies.

Note

Failure to submit the payroll reports as required may result in the withholding of payments until required documentation is received.

Completion of Work

When an Enrolled Contractor or Subcontractor has completed its Work, that party shall complete the CT OCIP Form 3, "Contractor's Notice of Work Termination," and submit it to the OCIP Administrator. Final Payment will not be released by the Owner until all necessary forms have been submitted to the OCIP Administrator.

Claims Reporting

A claims kit will be provided to all contractors. It will include details about claim reporting and is intended for use at the job site.

Each Contractor and Subcontractor shall follow claims procedures established by the OCIP Administrator. Contractors and Subcontractors agree to assist and cooperate in every manner possible with the adjustment of all claims and demands. Refer to Section 7 of this Manual.

Safety Procedures

The Contractor shall ensure that its employees and the general public will be provided a clean, safe environment free of hazards during construction activities. The ultimate responsibility for providing a safe place to work rests with the Contractor. The Contractor shall develop its own written Site-Specific Safety Program (SSSP). At minimum, the SSSP shall conform to the requirements addressed in the CA Code of Regulations if applicable, and any other pertinent safety regulations. This includes, but is not limited to; all applicable local, state, and federal Safety Standards and Codes.

The Contractor shall allocate a full-time, 100% project dedicated, on-site Safety Quality Control Manager (SQCM) for the duration of this contract. This SQCM must be a competent and qualified person, as defined by Cal OSHA, shall provide oversight on the project. SQCM shall have knowledge in the area of safety procedures for all types of work being performed on this contract. SQCM shall be up to date on Caltrans, Cal OSHA, OSHA and other safety agency requirements. SQCM shall continuously review the construction work plan and actual work, and submit daily status reports to the Engineer through the contractor's onsite construction manager on all activities underway to document safety conditions, and if necessary measures being taken to improve safety. This provision does not relieve the Contractor of his responsibility to comply with all safety requirements of the contract.

At a minimum, daily status reports shall include:

1. Documentation of daily work activity.
2. Documentation of safety related field activities.

CONTRACTOR-RESPONSIBILITIES

3. Documentation of safety deficiencies and corrective actions taken.
4. Documentation of meetings, conversations, and other communications related to safety issues.

All reports shall include name of individual preparing report, date, and weather conditions.

The Contractor shall provide resumes/qualifications for SQCM for review and approval by the Engineer. Contractor shall terminate and/or replace the SQCM upon 2 weeks written notice from the Engineer. The Contractor may terminate and/or replace the SQCM upon 2 weeks written notice to the Engineer.

Without diminishing the Contractor's responsibility for safety, the Department through the OCIP may provide technical safety services to assist the Engineer in monitoring the safety, health, and environmental performance of the Contractor and its subcontractors of all tiers. The Contractor and its subcontractors of all tiers shall be monitored for effectiveness and application of their respective safety programs at the job site.

The Contractor and its subcontractors of all tiers shall adhere to a 100 percent drug and alcohol-free program. At a minimum pre-employment, probable cause, and post-accident testing is required.

Contractor employees must wear approved Class B hard hats on the job site.

Fall protection is required for work at or above six feet.

The Contractor or subcontractors shall ensure that employees of the Contractor and subcontractors of all tiers attend a safety orientation program and that new hires and personnel transferred to the project receive this orientation prior to starting work. This orientation shall be designed to communicate all project-specific safety policies, procedures, and expectations of the Department in regard to the construction of the project.

The Contractor shall perform a daily self-inspection of the site and shall document such inspections at least weekly.

The Contractor or subcontractors shall hold weekly crew-level toolbox safety meetings. These meetings shall be documented as to content and attendance.

The Contractor shall hold weekly subcontractor safety coordination meetings documented as to content and attendance.

The Contractor and subcontractors are responsible to assure that any accident receives prompt response including investigation, analysis and reporting, and that any injuries receive prompt care and treatment.

Off-Site Locations

The Contractor is responsible for applying for approval to have off-site locations covered. The Contractor shall notify the OCIP Program Administrator of the need and shall request approval of the site. The request should include the location, address, description of the site and the type of use it will be put to and the duration of the work to be performed at the site. The off-site location must be 100% dedicated to the project.

Close Out And Audit Procedures

When a Contractor and/or an associated Subcontractor has completed its Work at the Project and will no longer have on-site workers, the Contractor shall notify the Owner by submitting the CT OCIP Form 3, "Contractor's Notice of Work Termination," for the final reporting and audit of payroll and man-hours. A copy of CT OCIP Form 3 with instructions on the proper method for completion is in Section 8. Any deductible assessment for which the Contractor or Subcontractors are responsible for, must be satisfied prior to close-out.

Claim Procedures

This section describes basic procedures for reporting various types of claims: workers' compensation, liability, and damage to the project.

General Procedures

Catastrophic or Traumatic Injuries – Call emergency by dialing 911 and provide the operator with any information requested.

Make no statements to the media. Refer all questions from the media to the Department's Engineer.

It is the responsibility of all Enrolled Contractors to report immediately all occupational-related illnesses and injuries, liability claims or property damage to the Department's Engineer. All Contractors/Subcontractors and others involved in the OCIP shall instruct employees and other personnel to report in writing to the Department's Engineer within 24 hours of any Accident or Occurrence of any type that might lead to a loss.

Department's Engineer

Immediately call the Department's Construction Safety Representative at (TBD) in the event of the following:

- Fatality
- Any injury
- An ambulance is called
- Injury to head or neck
- Unconscious employee
- Possible blindness
- Amputation of limbs
- Heart attack or stroke
- Hospitalization
- Possible injury to back or spinal cord
- Property damage estimated over \$1,000
- Actual or alleged injury to a member of the general public
- Damage to property owned by the general public regardless of the estimated amount of damages

Workers' Compensation Claims

A claims kit will be provided to all contractors. It will include details about claim reporting and is intended for use at the job site.

The main responsibility for any Contractor is first to see that any injured worker receives immediate medical care. Next, you should notify the OCIP administrator immediately in the event of a serious injury or accident.

An Employer's First Report of Injury (form 5020) must be completed and submitted to the OCIP Administrator, along with the DWC-1 (Employee's Claim) and the Supervisor's Report of Injury form.

The OCIP administrator will provide claims kits to all Enrolled Contractors and Subcontractors. These kits will include all claim forms that are needed. Additional kits or claim forms can be obtained from the OCIP administrator or the Insurer's Claims Coordinator.

Caltrans' insurer will arrange with preferred medical providers for treatment of all minor or non-life-threatening injuries. A list of these providers will be provided for insertion at the end of this manual.

Enrolled Contractors and Subcontractors must designate a representative at the site to take injured employees to the medical center, and to report the claim. This individual should remain with the injured employee at the center while he/she is being treated. The treating physician should provide a written description of whether or not the injured employee can return to work, a list of restrictions if any, and the estimated length of time he/she will stay on modified duty.

Caltrans' insurer will arrange with the local 911 emergency ambulance services for response to any serious traumatic life threatening injuries and will provide information for insertion in this manual and in the claims kit.

Liability Claims

Accidents resulting in damage to property of others (other than the Work itself), or personal injury or death to a member of the public, must be reported immediately to the OCIP Administrator. A General Liability Loss Notice (Accord Form 3) shall be completed and delivered within 24 hours to the OCIP Administrator.

Contractors and Subcontractors shall not voluntarily admit liability and shall cooperate with Caltrans or insurer representatives in the accident investigation.

The Contractor shall be responsible for up to the first \$25,000 of any damages/injuries caused by the Contractor or its Subcontractors to third parties. Please refer to Section 4, page 7 for a description of the operation of the contractor's deductible assessment.

Property Claims

Report any damages to your Work or the Work of any other Contractor/Subcontractor to the OCIP Administrator. In addition, complete the Property Loss Notice (ACORD Form 1) and submit it to the OCIP Administrator.

Contractor will be responsible for up to the first \$25,000 of insured damage to Contractor's Work or the Work of any other Contractor caused by Contractor or Subcontractors of any tier.

No coverage is provided for contractors' tools and equipment under the OCIP. It is the sole responsibility of each Contractor and Subcontractor to report damage to the project and to their tools and equipment to their own insurers.

Automobile Claims

No coverage is provided for automobile accidents under the OCIP. It is the sole responsibility of each Contractor and Subcontractor to report accidents involving their automobiles to their own insurers.

HOWEVER, all accidents occurring in or around the job site must be reported to the OCIP Administrator. These accidents will be investigated with regard to any liability arising out of the Project construction activities that could result in future claims (i.e. due to the conditions of the roads, etc.) Each Contractor and Subcontractor shall cooperate in the investigation of all automobile accidents.

Pollution Claims

Contractors should **immediately** notify the OCIP administrator of any known or suspected pollution incidents.

Forms & Exhibits

This section contains the forms needed for reporting claims, reporting payroll and other administration of the OCIP.

Note

For assistance in completing these forms, please contact:
Kaercher Campbell & Associates Insurance Brokerage
 1840 Century Park East, Suite 1100
 Los Angeles, CA 90067
 Fax 310 551-6888

This section contains the following forms:

CT OCIP Form 1, "OCIP Enrollment Form."

CT OCIP Form 2, "Monthly Payroll Reporting Form."

CT OCIP Form 3, "Contractor's Notice of Work Termination Form"

Exhibit 1 Sample Certificate of Insurance

Exhibit 2 Accident Investigation Report

Form 5020 State of California Employers Report of Occupational Injury or Illness

State of California Employee's Claim for Worker's Compensation Benefits

General Liability Loss Notice – TBD

Exhibit 3 Detailed Summary of OCIP Coverages and Limits

Contract No. _____

CONTRACTOR INFORMATION:

Contractor/Subcontractor: _____ Indv: _____ Ptsph: _____ Corp: _____ J/V: _____
 Address: _____ FEIN: _____
 Office Contact: _____ Phone: _____ Fax: _____
 Email Address: _____
 Site Contact: _____ Phone: _____ Fax: _____
 Safety Contact: _____ Phone: _____ Fax: _____
 Insurance Contact: _____ Phone: _____ Fax: _____
 Payroll Contact: _____ Phone: _____ Fax: _____
 Address (if different): _____

CONTRACT INFORMATION: Contract Value: \$ _____ Contract/JOB#: _____

Job Name/Description: _____ DBE/DVBE: _____
 Prime Contractor: _____ Subcontractor: _____
 Start Date: _____ Est. Completion Date: _____ % Self Performed _____ Est. Man-hours _____
 % Subcontracted _____ Est. # of Subcontractors _____ Est. Sub'd Man-hours _____

CURRENT INSURANCE INFORMATION:

REQUIRED INSURANCE COVERAGES AND LIMITS ARE SHOWN IN THE CONTRACT DOCUMENTS AND THE OCIP INSURANCE MANUAL. Contractor's Insurance Broker or Agent:

Company Name: _____ Contact: _____
 City: _____ Phone: (_____) _____

WORKERS' COMPENSATION INSURANCE INFORMATION: Please use policy that was in effect at time of bid award

Current WC Ins. Co: _____ Policy No.: _____ Policy Period: _____
 Experience Modifier: _____ Rate Date: _____ Deductible: _____ Retention: _____

A. Workers' Compensation (Project Site Payroll Only)				
Attach copy of declaration page and rate sheets for WC Policy				
W.C. Class Description	W.C. Class Code	W.C. Rate per \$100 Payroll	Estimated Payroll *	Premium
1.				
2.				
3.				
Subtotal			\$	\$
* It is extremely important to accurately estimate payrolls anticipated for this contract. Payroll should be raw wages <u>without</u> burden, fringes, or overtime premium: but should include sick, vacation, holiday pay and imputed income. Attach a copy of your current Workers' Compensation policy declaration page and rating sheets			Increased Limits Factor: _____	\$
			Experience Modifier: _____	\$
			Discounts: _____	\$
			Surcharges/Assessments: _____	\$
* Deductible and Self-Insured Retention Credits shall be identified but not allowed. Since these types of programs require loss funding, the credits or the loss pick must be identified but not allowed in calculating the total workers' compensation premium. Composite Rates must have rating sheets. Corporate Allocations must include the actual insurance company rating. Provide additional documentation for all such credits.			Deductible Credit * OR Self Insured Retention Credit *	*Deductible or self-Insured retention credits shall be identified but not allowed.
			Total Workers' Compensation Premium	

OCIP ENROLLMENT FORM

GENERAL LIABILITY (GL) INFORMATION:

Current GL Ins. Co.: _____ Policy No.: _____ Policy Period: _____

Current GL rate is based on: Payroll or Receipts per \$100 \$1,000 or Receipts or Flat Premium

Deductible: _____ Retention: _____

A. Worker's Compensation				(Total from page 1 "A")		A. \$	
B. General Liability (Project Site Payroll/Receipts Only) Attach copy of Declaration page and Rating Sheets for GL Policy							
GL Classification	GL Code	GL Rate as shown above	Estimated Payroll*/Receipts*		Premium		
1.					\$		
2.					\$		
3.					\$		
4. Subcontractors	91585				\$		
5.							
* Deductible and Self-Insured Retention Credits shall be identified but not allowed. Since these types of programs require loss funding, the credits or the loss pick must be identified but not allowed in calculating the total general liability premium. Composite Rates must have rating sheets. Corporate Allocations must include the actual rating insurance company rating. Provide additional documentation for all such credits.			*Deductible or self-insured retention credits shall be identified but not allowed.		Total GL Premium		B. \$
*It is extremely important to accurately estimate payrolls/receipts.							
C. Umbrella Excess Liability: Ins. Co.: _____ Policy Period: _____						C. \$	
Rate: _____ per \$ _____ Payroll / Receipts							
*Attach copy of declaration page and rating sheets for Umbrella/Excess policy							
D. Estimated Subcontractor Premiums (Attach Cost Identification Sheet for Each Subcontractor <u>or</u> calculate 4% of Subcontract value for each subcontractor's estimated insurance cost)						D. \$	
*CONTRACTOR MUST ENSURE ALL SUBCONTRACTORS COMPLETE "CT OCIP FORM 1"							
E. TOTAL PREMIUMS (A + B + C + D)						E. \$	

Contractor should notify its own insurance carrier to exclude all work done under this contract from your current insurance program.

AGREEMENT

The Department, or their Agent, is granted permission by Contractor to inspect the insurance and payroll records used in determining the above credit and to release all relevant information for review DEPARTMENT or their Agents. At completion of the Work, Agent shall audit the payroll records of Contractor for final audited insurance premiums in accordance with the insurance premium audit provisions of the OCIP. Any and all returns of premiums, dividends, discounts or other adjustments to any OCIP policy is assigned, transferred and set over absolutely to DEPARTMENT. This assignment is valid for insurance policies whose premiums have been paid by DEPARTMENT on behalf of such Contractor.

Signed _____ Title _____ Date _____

Please submit this form to the Engineer

**CALTRANS
OWNER CONTROLLED INSURANCE PROGRAM**

MONTHLY PAYROLL REPORTING FORM
(Report job site payroll separately by each contract)

Contractor/Subcontractor: _____ Contract Location Code: _____

Address: _____ Department: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Prime Contractor: _____ Subcontractor: _____

Please indicate Job Site Payroll and forward with pay application. Please retain a copy for your files.

MONTH ENDING: _____ Contract/Job #: _____

IS THIS IS YOUR FIRST PAYROLL REPORT? IF SO, PLEASE SHOW START DATE: _____

Is this is your final payroll report? If so, please show completed date: _____

WORKERS' COMPENSATION (WC)

WC Classification Description	Man-Hours	WC Code	Actual Payroll
1 .			
2.			
3 .			
Total			

GENERAL LIABILITY (GL)

GL Classification Description		GL Code	Receipts/Other
1.			
2.			
3.			
Total			

If GL premium is based on Receipts, please show total monthly Receipts: \$ _____

- It is extremely important to accurately estimate payrolls anticipated for this contract. Payroll should be raw wages **without** burden, fringes, or overtime premium but should include sick, vacation, holiday pay and imputed income.
- Earnings for overtime should be included only at straight hourly rates. Overtime **hours** should be shown but do not include the extra wages paid for Overtime hours.
- Overtime means those hours in excess of 8 hours worked each day, 40 hours in any week or on Saturdays, Sundays, or holidays, but only when there is an increase in the hourly rate to work such hours.
- If GL is based on payroll -- only show the classification description and codes, man-hours and payroll are already shown under WC.

The above is a true and complete statement of the entire remuneration of services rendered by employees of the company shown above.

Signature: _____ Title: _____ Date: _____

Please submit this form to the Engineer

Contractor's Notice of Work Termination

Note: Every enrolled Contractor and subcontractor of all tiers must complete this form.

Submit this form to: The Engineer

Fax:

Tel:

Contract Location Code: _____

Contract/Job #: _____

Please be advised _____ **is scheduled to complete work for:**
(Your company's name)

Job Name/Description: _____

Contractor _____ **Subcontractor:** _____

Actual Start Date: _____ **Actual Completion Date:** _____

Original Contract Value: _____ **Final Contract Value:** _____

Final Total Payroll value: _____

Please provide accurate final values in order for Willis to calculate your final OCIP deduct. Delays in providing this form and accurate information to Willis will delay close out of your contract and release of any retention.

We used the following subcontractors who will also complete their work on the date shown above:

Subcontractor _____ Final Contract Value _____

_____ \$ _____
_____ \$ _____
_____ \$ _____

PLEASE SELECT ONE OF THE FOLLOWING:

_____ This is our only contract on this Contract

_____ We are still working under the following contracts on this Contract

Contractor	Job Name/Description	Subcontractor

Form completed by:

By _____ Title _____

Final insurance audits may be made under the applicable policies. Please show who in your office (or another location if applicable) is responsible for this information:

Name: _____ Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____

Section 8 – OCIP FORMS & EXHIBITS

Exhibit 1 – Sample Certificate of Insurance from **Enrolled** Contractors

ACORD®		CERTIFICATE OF INSURANCE		ISSUE DATE: CURRENT DATE	
PRODUCER Insurance Agent's Name and Address TELEPHONE #		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW			
INSURED Contractor or Subcontractor's Name and Address Sample Certificate from <u>Enrolled Contractor or Subcontractor</u> Required Insurance		COMPANIES AFFORDING COVERAGE			
		COMPANY A INSURANCE CARRIER			
		COMPANY B INSURANCE CARRIER			
		COMPANY C LETTER			
		COMPANY D LETTER			
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NO.	POLICY EFF. DATE MM/DD/YY	POLICY EXP. DATE MM/DD/YY	ALL LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GEN. LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> _____ <input type="checkbox"/> _____	Policy Number			GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OPS AGGREGATE \$2,000,000 PERSONAL & ADVERTISING INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) MEDICAL EXPENSE (Any one person)
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Policy Number			COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM	Policy Number			EACH OCCURRENCE AGGREGATE
B	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	Policy Number			STATUTORY LIMITS <input checked="" type="checkbox"/> (Each accident) \$1,000,000 (Disease-policy limit) \$1,000,000 (Disease-each employee) \$1,000,000
	OTHER:	Policy Number			
DESCRIPTION OF OPERATIONS/LOCATIONS: Department of Transportation, Consultants, Construction Managers and their consultants, the OCIP Administrator, their respective officers, agents, and employees, and Certificate Holders are Additional Insureds on a Primary and Non-contributing basis for General Liability, Automobile and Umbrella coverage. Waiver of Subrogation is included for General Liability and Workers' Compensation. General Liability and Workers' Compensation apply only to off-site operations.					
CERTIFICATE HOLDER California Department of Transportation c/o OCIP Administrator Main St Somewhere, CA 92614 (NOTE: Subcontractors should send certificates to their prime contractor)			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>60</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
			AUTHORIZED REPRESENTATIVE By:		
ACORD 25-S (3/93)			© ACORD CORPORATION 1993		

Section 8 – OCIP FORMS & EXHIBITS

Exhibit 1 – Sample Certificate of Insurance from **Excluded** Parties

ACORD®		CERTIFICATE OF INSURANCE	ISSUE DATE: CURRENT DATE		
PRODUCER Insurance Agent's Name and Address TELEPHONE #		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW			
INSURED Name and Address Sample Certificate from <u>Excluded Parties</u> Required Insurance		COMPANIES AFFORDING COVERAGE			
		COMPANY A INSURANCE CARRIER LETTER			
		COMPANY B INSURANCE CARRIER LETTER			
		COMPANY C LETTER			
		COMPANY D LETTER			
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NO.	POLICY EFF. DATE MM/DD/YY	POLICY EXP. DATE MM/DD/YY	ALL LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GEN. LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> _____ <input type="checkbox"/> _____	Policy Number			GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OPS AGGREGATE \$2,000,000 PERSONAL & ADVERTISING INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MEDICAL EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Policy Number			COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM	Policy Number			EACH OCCURRENCE \$2,000,000 AGGREGATE
B	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	Policy Number			STATUTORY LIMITS <input checked="" type="checkbox"/> (Each accident) \$1,000,000 (Disease-policy limit) \$1,000,000 (Disease-each employee) \$1,000,000
	OTHER:	Policy Number			
DESCRIPTION OF OPERATIONS/LOCATIONS: Department of Transportation, Consultants, Construction Managers and their consultants, the OCIP Administrator, their respective officers, agents, and employees and Certificate Holders are Additional Insureds on a Primary and Non-contributing basis for General Liability, Automobile and Umbrella coverage. Waiver of Subrogation is included for General Liability and Workers' Compensation. ALL COVERAGES APPLY ON-SITE AND OFF-SITE.					
CERTIFICATE HOLDER Prime Contractor Prime Contractor Name and Address			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
			AUTHORIZED REPRESENTATIVE By:		
ACORD 25-S (3/93)			© ACORD CORPORATION 1993		

Exhibit 2 - Accident Investigation Report

This form must be completed for all injuries and damage to property, including employee injury and injury and/or damage to the property of a third party, and must be submitted to:

- ❖ Department's Engineer, and
- ❖ The OCIP Administrator

Caltrans Owner Controlled Insurance Program Accident Investigation Report

Date of Accident: _____ Time of Accident: _____ Company: _____

Date of Investigation: _____ Contractor Job Number/Name: _____

Department Contract Name: _____ Department Contract No.: _____

Location of Accident: _____

Did injury result? Yes/No _____ If yes, provide Employee Names and Employer(s):

S.S. No.: _____ Skill: _____ Yrs. in this Skill: _____

Yrs. With Company: _____

Describe Type of Injury: _____

Was property damaged? Yes/No _____ Describe damage/owner: _____

Is damaged property secured/maintained? Yes/No _____ Person Maintaining _____

Names of Witnesses/Co-Workers (With Social Security No.): _____

Weather/Wind Conditions: _____

List/Describe all personal protective equipment (PPE) in use by person exposed or injured: _____

If Chemicals Involved:

Name(s) of Chemical(s) of Encountered: _____

Form of Chemicals (Solid, Liquid, Gas, Vapor, Dust, Mist Fume): _____

Describe Radiological Materials (if any): _____

Volume or Quantity Released: _____

Description of Accident: _____

Contributing Factors:

What corrective actions are being taken to prevent recurrence? Also list the person responsible for implementing and the target completion date for each item.

Was a Safe Plan of Action developed for the task being performed? Yes/No _____ If yes, attach a copy.

Was a permit(s) issued? Yes/No _____ If yes, attach a copy of the _____ in effect at time of the accident.

Indirect Cause of accident: **Lack of:** _____

Basic cause of accident: **Failure to:** Plan____, Direct____, Organize____, Control ____ (*explain)

INVESTIGATION TEAM: Report by: _____ **Date:** _____

Injured Involved:

Name	Signature
------	-----------

Supervisor:

Name	Signature
------	-----------

Site Manager:

Name	Signature
------	-----------

Health and Safety Representative:

Name	Signature
------	-----------

Name (Others)

Title	Signature
-------	-----------

Name (Others)

Title	Signature
-------	-----------

Project Representative(s) Contacted: _____

* Attach additional sheets and supplemental data & information as necessary.

** Distribution: Original filed on-site at Department's Engineer 's office

Section 8 – OCIP FORMS & EXHIBITS

State of California EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR ILLNESS		Please complete in triplicate (type if possible) Mail two copies to:		OSHA CASE NO.	
				FATALITY <input type="checkbox"/>	
Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers compensation benefits or payments is guilty of a felony.		California law requires employers to report within five days of knowledge every occupational injury or illness which results in lost time beyond the date of the incident OR requires medical treatment beyond first aid. If an employee subsequently dies as a result of a previously reported injury or illness, the employer must file within five days of knowledge an amended report indicating death. In addition, every serious injury, illness, or death must be reported immediately by telephone or telegraph to the nearest office of the California Division of Occupational Safety and Health.			
1. FIRM NAME		1a. Policy Number		Please do not use this column	
2. MAILING ADDRESS: (Number, Street, Department, Zip)		2a. Phone Number			
3. LOCATION if different from Mailing Address (Number, Street, Department and Zip)		3a. Location Code			
4. NATURE OF BUSINESS; e.g.. Painting contractor, wholesale grocer, sawmill, hotel, etc.		5. State unemployment insurance acct.no		OWNERSHIP	
6. TYPE OF EMPLOYER: <input type="checkbox"/> Private <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> Department <input type="checkbox"/> School District <input type="checkbox"/> Other Gov't, Specify:				INDUSTRY	
7. DATE OF INJURY / ONSET OF ILLNESS (mm/dd/yy)		8. TIME INJURY/ILLNESS OCCURRED AM PM		9. TIME EMPLOYEE BEGAN WORK AM PM	
10. IF EMPLOYEE DIED, DATE OF DEATH (mm/dd/yy)		11. UNABLE TO WORK FOR AT LEAST ONE FULL DAY AFTER DATE OF INJURY? <input type="checkbox"/> Yes <input type="checkbox"/> No		12. DATE LAST WORKED (mm/dd/yy)	
13. DATE RETURNED TO WORK (mm/dd/yy)		14. IF STILL OFF WORK, CHECK THIS BOX: <input type="checkbox"/>		15. PAID FULL DAYS WAGES FOR DATE OF INJURY OR LAST DAY WORKED? <input type="checkbox"/> Yes <input type="checkbox"/> No	
16. SALARY BEING CONTINUED? <input type="checkbox"/> Yes <input type="checkbox"/> No		17. DATE OF EMPLOYER'S KNOWLEDGE/ NOTICE OF INJURY/ILLNESS (mm/dd/yy)		18. DATE EMPLOYEE WAS PROVIDED CLAIM FORM (mm/dd/yy)	
19. SPECIFIC INJURY/ILLNESS AND PART OF BODY AFFECTED, MEDICAL DIAGNOSIS if available, e.g.. Second degree burns on right arm, tendonitis on left elbow, lead poisoning				SEX	
20. LOCATION WHERE EVENT OR EXPOSURE OCCURRED (Number, Street, Department, Zip) <input type="checkbox"/> Yes <input type="checkbox"/> No		20a. COUNTY		21. ON EMPLOYER'S PREMISES?	
22. DEPARTMENT WHERE EVENT OR EXPOSURE OCCURRED, e.g. Shipping department, machine shop <input type="checkbox"/> Yes <input type="checkbox"/> No		23. Other Workers injured or ill in this event?		AGE	
24. EQUIPMENT, MATERIALS AND CHEMICALS THE EMPLOYEE WAS USING WHEN EVENT OR EXPOSURE OCCURRED, e.g. Acetylene, welding torch, farm tractor, scaffold				DAILY HOURS	
25. SPECIFIC ACTIVITY THE EMPLOYEE WAS PERFORMING WHEN EVENT OR EXPOSURE OCCURRED, e.g. Welding seams of metal forms, loading boxes onto truck.				DAYS PER WEEK	
26. HOW INJURY/ILLNESS OCCURRED. DESCRIBE SEQUENCE OF EVENTS. SPECIFY OBJECT OR EXPOSURE WHICH DIRECTLY PRODUCED THE INJURY/ILLNESS, e.g. Worker stepped back to inspect work and slipped on scrap material. As he fell, he brushed against fresh weld, and burned right hand. USE SEPARATE SHEET IF NECESSARY				WEEKLY HOURS	
27. Name and address of physician (number, street, city, zip)		27a. Phone Number		WEEKLY WAGE	
28. Hospitalized as an inpatient overnight? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes then, name and address of hospital (number, street, city, zip)		28a. Phone Number		COUNTY	
29. Employee treated in emergency room?				NATURE OF INJURY	
ATTENTION This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes. See CCR Title 8 14300.29 (b)(6)-(10) & 14300.35(b)(2)(E)2. Note: Shaded boxes indicate confidential employee information as listed in CCR Title 8 14300.35(b)(2)(E)2*.				PART OF BODY	
30. EMPLOYEE NAME		31. SOCIAL SECURITY NUMBER		SOURCE	
32. DATE OF BIRTH (mm/dd/yy)				EVENT	
33. HOME ADDRESS (Number, Street, Department, Zip)		33a. PHONE NUMBER		SECONDARY SOURCE	
34. SEX <input type="checkbox"/> Male <input type="checkbox"/> Female		35. OCCUPATION (Regular job title, NO initials, abbreviations or numbers)		EXTENT OF INJURY	
36. DATE OF HIRE (mm/dd/yy)		37. EMPLOYEE USUALLY WORKS _____ hours per day, _____ days per week, _____ total weekly hours			
37a. EMPLOYMENT STATUS <input type="checkbox"/> regular, full-time <input type="checkbox"/> part-time <input type="checkbox"/> temporary <input type="checkbox"/> seasonal		37b. UNDER WHAT CLASS CODE OF YOUR POLICY WHERE WAGES ASSIGNED			
38. GROSS WAGES/SALARY \$ _____ per		39. OTHER PAYMENTS NOT REPORTED AS WAGES/SALARY (e.g. tips, meals, overtime, bonuses, etc.)?			
Completed By (type or print)		Signature & Title		Date (mm/dd/yy)	

Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility**Formulario de Reclamo de Compensación para Trabajadores (DWC 1) y Notificación de Posible Elegibilidad**

If you are injured or become ill, either physically or mentally, because of your job, including injuries resulting from a workplace crime, you may be entitled to workers' compensation benefits. Attached is the form for filing a workers' compensation claim with your employer. **You should read all of the information below.** Keep this sheet and all other papers for your records. You may be eligible for some or all of the benefits listed depending on the nature of your claim. If required you will be notified by the claims administrator, who is responsible for handling your claim, about your eligibility for benefits.

To file a claim, complete the "Employee" section of the form, keep one copy and give the rest to your employer. Your employer will then complete the "Employer" section, give you a dated copy, keep one copy and send one to the claims administrator. Benefits can't start until the claims administrator knows of the injury, so complete the form as soon as possible.

Medical Care: Your claims administrator will pay all reasonable and necessary medical care for your work injury or illness. Medical benefits may include treatment by a doctor, hospital services, physical therapy, lab tests, x-rays, and medicines. Your claims administrator will pay the costs directly so you should never see a bill. For injuries occurring on or after 1/1/04, there is a limit on some medical services.

The Primary Treating Physician (PTP) is the doctor with the overall responsibility for treatment of your injury or illness. Generally your employer selects the PTP you will see for the first 30 days, however, in specified conditions, you may be treated by your predesignated doctor. If a doctor says you still need treatment after 30 days, you may be able to switch to the doctor of your choice. Special rules apply if your employer offers a Health Care Organization (HCO) or after 1/1/05, has a medical provider network. Contact your employer for more information. If your employer has not put up a poster describing your rights to workers' compensation, you may choose your own doctor immediately.

Within one working day after an employee files a claim form, the employer shall authorize the provision of all treatment, consistent with the applicable treating guidelines, for the alleged injury and shall continue to provide treatment until the date that liability for the claim is accepted or rejected. Until the date the claim is accepted or rejected, liability for medical treatment shall be limited to ten thousand dollars (\$10,000).

Disclosure of Medical Records: After you make a claim for workers' compensation benefits, your medical records will not have the same privacy that you usually expect. If you don't agree to voluntarily release medical records, a workers' compensation judge may decide what records will be released. If you request privacy, the judge may "seal" (keep private) certain medical records.

Payment for Temporary Disability (Lost Wages): If you can't work while you are recovering from a job injury or illness, you will receive temporary disability payments. These payments may change or stop when your doctor says you are able to return to work. These benefits are tax-free. Temporary disability payments are two-thirds of your average weekly pay, within minimums and maximums set by state law. Payments are not made for the first three days you are off the job unless you are hospitalized overnight or cannot work for more than 14 days.

Si Ud. se lesiona o se enferma, ya sea física o mentalmente, debido a su trabajo, incluyendo lesiones que resulten de un crimen en el lugar de trabajo, es posible que Ud. tenga derecho a beneficios de compensación para trabajadores. Se adjunta el formulario para presentar un reclamo de compensación para trabajadores con su empleador. **Ud. debe leer toda la información a continuación.** Guarde esta hoja y todos los demás documentos para sus archivos. Es posible que usted reúna los requisitos para todos los beneficios, o parte de éstos, que se enumeran, dependiendo de la índole de su reclamo. Si se requiere, el/la administrador(a) de reclamos, quien es responsable del manejo de su reclamo, le notificará a usted, lo referente a su elegibilidad para beneficios.

Para presentar un reclamo, complete la sección del formulario designada para el "Empleado", guarde una copia, y déle el resto a su empleador. Entonces, su empleador completará la sección designada para el "Empleador", le dará a Ud. una copia fechada, guardará una copia, y enviará una al/la administrador(a) de reclamos. Los beneficios no pueden comenzar hasta, que el/la administrador(a) de reclamos se entere de la lesión, así que complete el formulario lo antes posible.

Atención Médica: Su administrador(a) de reclamos pagará toda la atención médica razonable y necesaria, para su lesión o enfermedad relacionada con el trabajo. Es posible que los beneficios médicos incluyan el tratamiento por parte de un médico, los servicios de hospital, la terapia física, los análisis de laboratorio y las medicinas. Su administrador(a) de reclamos pagará directamente los costos, de manera que usted nunca verá un cobro. Para lesiones que ocurren en o después de 1/1/04, hay un límite de visitas para ciertos servicios médicos.

El Médico Primario que le Atiende-Primary Treating Physician PTP es el médico con toda la responsabilidad para dar el tratamiento para su lesión o enfermedad. Generalmente, su empleador selecciona al PTP que Ud. verá durante los primeros 30 días. Sin embargo, en condiciones específicas, es posible que usted pueda ser tratado por su médico pre-designado. Si el doctor dice que usted aún necesita tratamiento después de 30 días, es posible que Ud. pueda cambiar al médico de su preferencia. Hay reglas especiales que son aplicables cuando su empleador ofrece una Organización del Cuidado Médico (HCO) o después de 1/1/05 tiene un Sistema de Proveedores de Atención Médica. Hable con su empleador para más información. Si su empleador no ha colocado un poster describiendo sus derechos para la compensación para trabajadores, Ud. puede seleccionar a su propio médico inmediatamente.

El empleador autorizará todo tratamiento médico consistente con las directivas de tratamiento aplicables a la lesión o enfermedad, durante el primer día laboral después que el empleado efectúa un reclamo para beneficios de compensación, y continuará proveyendo este tratamiento hasta la fecha en que el reclamo sea aceptado o rechazado. Hasta la fecha en que el reclamo sea aceptado o rechazado, el tratamiento médico será limitado a diez mil dólares (\$10,000).

Divulgación de Expedientes Médicos: Después de que Ud. presente un reclamo para beneficios de compensación para los trabajadores, sus expedientes médicos no tendrán la misma privacidad que usted normalmente espera. Si Ud. no está de acuerdo en divulgar voluntariamente los expedientes médicos, un(a) juez de compensación para trabajadores posiblemente decida qué expedientes se revelarán. Si Ud. solicita privacidad, es posible que el/la juez "selle" (mantenga privados) ciertos expedientes médicos.

Pago por Incapacidad Temporal (Sueldos Perdidos): Si Ud. no puede trabajar, mientras se está recuperando de una lesión o enfermedad relacionada con el trabajo, Ud. recibirá pagos por incapacidad temporal. Es posible que estos pagos cambien o paren, cuando su médico diga que Ud. está en condiciones de regresar a trabajar. Estos beneficios son libres de

Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility

Formulario de Reclamo de Compensación para Trabajadores (DWC 1) y Notificación de Posible Elegibilidad



Return to Work: To help you to return to work as soon as possible, you should actively communicate with your treating doctor, claims administrator, and employer about the kinds of work you can do while recovering. They may coordinate efforts to return you to modified duty or other work that is medically appropriate. This modified or other duty may be temporary or may be extended depending on the nature of your injury or illness.

Payment for Permanent Disability: If a doctor says your injury or illness results in a permanent disability, you may receive additional payments. The amount will depend on the type of injury, your age, occupation, and date of injury.

Vocational Rehabilitation (VR): If a doctor says your injury or illness prevents you from returning to the same type of job and your employer doesn't offer modified or alternative work, you may qualify for VR. If you qualify, your claims administrator will pay the costs, up to a maximum set by state law. VR is a benefit for injuries that occurred prior to 2004.

Supplemental Job Displacement Benefit (SJDB): If you do not return to work within 60 days after your temporary disability ends, and your employer does not offer modified or alternative work, you may qualify for a nontransferable voucher payable to a school for retraining and/or skill enhancement. If you qualify, the claims administrator will pay the costs up to the maximum set by state law based on your percentage of permanent disability. SJDB is a benefit for injuries occurring on or after 1/1/04.

Death Benefits: If the injury or illness causes death, payments may be made to relatives or household members who were financially dependent on the deceased worker.

It is illegal for your employer to punish or fire you for having a job injury or illness, for filing a claim, or testifying in another person's workers' compensation case (Labor Code 132a). If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

You have the right to disagree with decisions affecting your claim. If you have a disagreement, contact your claims administrator first to see if you can resolve it. If you are not receiving benefits, you may be able to get State Disability Insurance (SDI) benefits. Call State Employment Development Department at (800) 480-3287.

You can obtain free information from an information and assistance officer of the State Division of Workers' Compensation, or you can hear recorded information and a list of local offices by calling (800) 736-7401. You may also go to the DWC web site at www.dir.ca.gov. Link to Workers' Compensation.

You can consult with an attorney. Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fee will be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at (415) 538-2120 or go to their web site at www.californiaspecialist.org.

impuestos. Los pagos por incapacidad temporal son dos tercios de su pago semanal promedio, con cantidades mínimas y máximas establecidas por las leyes estatales. Los pagos no se hacen durante los primeros tres días en que Ud. no trabaje, a menos que Ud. sea hospitalizado(a) de noche, o no pueda trabajar durante más de 14 días.

Regreso al Trabajo: Para ayudarle a regresar a trabajar lo antes posible, Ud. debe comunicarse de manera activa con el médico que le atienda, el/la administrador(a) de reclamos y el empleador, con respecto a las clases de trabajo que Ud. puede hacer mientras se recupera. Es posible que ellos coordinen esfuerzos para regresarle a un trabajo modificado, o a otro trabajo, que sea apropiado desde el punto de vista médico. Este trabajo modificado, u otro trabajo, podría extenderse o no temporalmente, dependiendo de la índole de su lesión o enfermedad.

Pago por Incapacidad Permanente: Si el doctor dice que su lesión o enfermedad resulta en una incapacidad permanente, es posible que Ud. reciba pagos adicionales. La cantidad dependerá de la clase de lesión, su edad, su ocupación y la fecha de la lesión.

Rehabilitación Vocacional: Si el doctor dice que su lesión o enfermedad no le permite regresar a la misma clase de trabajo, y su empleador no le ofrece trabajo modificado o alternativo, es posible que usted reúna los requisitos para rehabilitación vocacional. Si Ud. reúne los requisitos, su administrador(a) de reclamos pagará los costos, hasta un máximo establecido por las leyes estatales. Este es un beneficio para lesiones que ocurrieron antes de 2004.

Beneficio Suplementario por Desplazamiento de Trabajo: Si Ud. no vuelve al trabajo en un plazo de 60 días después que los pagos por incapacidad temporal terminan, y su empleador no ofrece un trabajo modificado o alternativo, es posible que usted reúna los requisitos para recibir un vale no-transferible pagadero a una escuela para recibir un nuevo entrenamiento y/o mejorar su habilidad. Si Ud. reúne los requisitos, el administrador(a) de reclamos pagará los costos hasta un máximo establecido por las leyes estatales basado en su porcentaje de incapacidad permanente. Este es un beneficio para lesiones que ocurren en o después de 1/1/04.

Beneficios por Muerte: Si la lesión o enfermedad causa la muerte, es posible que los pagos se hagan a los parientes o a las personas que vivan en el hogar, que dependían económicamente del/de la trabajador(a) difunto(a).

Es ilegal que su empleador le castigue o despidan, por sufrir una lesión o enfermedad en el trabajo, por presentar un reclamo o por atestiguar en el caso de compensación para trabajadores de otra persona. (El Código Laboral sección 132a). Si es probado, puede ser que usted reciba pagos por pérdida de sueldos, reposición del trabajo, aumento de beneficios, y gastos hasta un límite establecido por el estado.

Ud. tiene derecho a estar en desacuerdo con las decisiones que afecten su reclamo. Si Ud. tiene un desacuerdo, primero comuníquese con su administrador(a) de reclamos, para ver si usted puede resolverlo. Si usted no está recibiendo beneficios, es posible que Ud. pueda obtener beneficios de Seguro Estatal de Incapacidad (SDI). Llame al Departamento Estatal del Desarrollo del Empleo (EDD) al (800) 480-3287.

Ud. puede obtener información gratis, de un oficial de información y asistencia, de la División estatal de Compensación al Trabajador (*Division of Workers' Compensation – DWC*), o puede escuchar información grabada, así como una lista de oficinas locales, llamando al (800) 736-7401. Ud. también puede ir al sitio electrónico en el Internet de la DWC en www.dir.ca.gov. Enlázese a la sección de Compensación para Trabajadores.

Ud. puede consultar con un(a) abogado(a). La mayoría de los abogados ofrecen una consulta gratis. Si Ud. decide contratar a un(a) abogado(a), sus honorarios se tomarán de sus beneficios. Para obtener nombres de abogados de compensación para trabajadores, llame a la Asociación Estatal de Abogados de California (*State Bar*) al (415) 538-2120, ó vaya a su sitio electrónico en el Internet en www.californiaspecialist.org.

Frequently Asked Questions

What is an Owner Controlled Insurance Program or OCIP?

An “Owner Controlled Insurance Program” (OCIP) or “wrap-up,” is a consolidated insurance program whereby the insurance for the Owner (the Department) and eligible and enrolled subcontractors is provided through a master program for each line of coverage. In this particular instance, the program is called a “OCIP” for “Rolling” OCIP.

Have OCIPs been used previously or is this a new concept?

OCIPs have been used successfully in commercial construction for decades. In the past decade, OCIPs have become the dominant method for insuring large public works.

Why does the Department want to do a OCIP?

The driving force behind the decision to implement a OCIP is to assure comprehensive coverage and high limits of insurance for Caltrans construction projects. There are many other reasons, including possible savings and elimination of cross-suits.

Who pays for OCIP coverages?

The Department pays the OCIP premium to the insurance company.

What coverages are provided under the Caltrans OCIP?

The OCIP will provide General Liability, Workers’ Compensation, and Excess Liability , and Contractor Pollution Liability insurance for all of eligible and enrolled contractors.

Are there standard coverages not included in the OCIP?

Automobile coverage and coverage for the contractor’s own property are not included in OCIP. The only coverages provided are described above. Contractors and Subcontractors also will be required to provide their own general liability and workers’ compensation coverage for off-site activities and automobile coverage for both on-site and off-site. Other coverages may be required of certain contractors depending on the nature of the work. The Department may purchase additional coverages for its own protection.

Are there any special enhancements provided by the OCIP policy?

Section 9 – FREQUENTLY ASKED QUESTIONS

The general and excess liability policies provide the following coverages that are not readily available to all subcontractors. Products/Completed operations coverage is extended 10 years (current statute of limitations) beyond the final acceptance of the project. The OCIP policy will respond to covered losses that occur up to the statute of limitation dates. Other benefits are described in the policy.

While not a specific coverage enhancement, the fact that all parties have the same coverage is a real benefit of an OCIP. The Department can now be confident all insured parties have met their liability insurance requirements and the subcontractors can now be sure their policies provide the coverage for the work they are performing and are contractually obligated to provide.

What limits of coverage will be purchased for the Department's OCIP?

The combined general liability and excess liability limits are as follows:

\$ 200,000,000	Per Occurrence
\$ 200,000,000	General Aggregate
\$ 200,000,000	Products/Completed operations Aggregate

These limits cover all insureds and will be shared with all projects in the OCIP. Aggregates (policy maximums) are annual except for Products/Completed Operations, which is a one-time limit.

Are there any deductibles that apply to the subcontractors?

The Department will assess the Contractor a “deductible assessment” for losses for which the Contractor or subcontractor is at fault. This contractual obligation is like a policy deductible, but is payable to the Department. The Contractor shall be responsible, at its own expense, for the first \$25,000 of each occurrence for property damage to the extent losses payable are attributable to Contractor's Work, acts or omissions, or the acts or omissions of any of its Subcontractors or any other entity or person for whom Contractor may be responsible. This deductible will be reduced to the actual deductible on the contractor's corporate general liability policy, subject to a \$5,000 minimum or actual loss whichever is less.

The deductible assessment will apply to contractor pollution liability losses using the same terms and conditions described above except that the assessment for such losses shall be determined by the deductible on the Contractor or subcontractor's pollution liability policy subject to the minimum assessment of \$5,000 or actual loss, whichever is less. In the event that the Contractor or subcontractor does not have a contractor's pollution liability policy, the Contractor's or subcontractor's general liability policy deductible will be used to determine the assessment subject to the minimums described above.

How does this affect my regular insurance?

You should discuss this with your insurance broker. Generally, your regular insurer(s) (general liability and workers' compensation) will not charge for the portion of your work done under an OCIP but will exclude losses arising out of work done on the OCIP (covered by the OCIP insurers).

Who must participate in the OCIP?

All Eligible Contractors must participate in the OCIP. Certain contractors are not eligible including consultants, surveyors, hazardous waste remediators, suppliers and transportation companies. See 3 Definitions for a complete listing of excluded contractors.

Who should I call if I have questions?

Many questions are answered in this manual. Any other questions during the bidding process must be referred to the Department's Program Manager. Once your company has been awarded a contract, you may direct your questions to the appropriate party identified on page 5 of the Manual

What Insurance Company writes the Workers' Compensation and Employer's Liability coverage?

Coverage is provided by several insurance companies. These companies will be identified after coverage is bound but before contractor enrollment.

What is the coverage term?

The coverage terms for each Contractor will coincide with the start date provided at OCIP enrollment. OCIP policies are renewed each year until OCIP close-out, unless otherwise stated.

How will the Contractor/Subcontractor's payroll be classified?

Insurer will classify payrolls in accordance with California law under the Workers' Compensation Insurance Rating Bureau Rules, Classifications, Rates and Rating Plans. Form 2 will be used for Contractors/Subcontractors' monthly payroll submissions.

Will the Insurance Company inspect the job and make recommendations regarding loss control and safety?

Yes. The Insurance Company's safety and loss control professionals will make regular inspections of the job site, lend assistance, make recommendations and suggestions, and in general, assure the insurability of the Job Site.

Will there be other people who will make job site inspections?

Yes. The OCIP Administrator along with the Insurance Company's safety representative, will conduct periodic site safety inspections to assure compliance with the Contractor's Site-Specific Safety Program. State, city and federal inspectors may also make inspect

